

PART III - LIST OF DOCUMENTS EXHIBITS, AND OTHER ATTACHMENTS
SECTION J
LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Appendix	Title
A	Key Personnel
B	Advance Understanding on Personnel Costs, Policies and Procedures
C	DOE Directives
D	Performance Based Incentives
E	Guidance for Other Required Plans
F	Environment, Safety, and Health Budget Planning And Execution
G	Guidance for Preparation of Diversity Plan
H	Make or Buy Plan (See Modification No. M068 and M078)
I	Small Business Subcontracting Plan (See Modification No. M021 [FY2000], M043 [FY 2001] M050 [FY 2002] and M054 [FY 2002], M070 [FY 2003])
J	Wage Determinations under the Service Contract Act (See Modification No. M023, and M065)
K	Special Bank Account Agreement (See Modification No. M028 and M043)
L	Reserved
M	Davis-Bacon Wage Determination (See Modification M050)
N	Hanford Site Stabilization Agreement (See Modification M050)
O	Interface Documents Specific to WTP Interfaces
P	Provisional Payment of Fee Methodology/Criteria (See Modification A066)

APPENDIX A - KEY PERSONNEL

<u>Name</u>	<u>Title</u>
E. S. Aromi	President and General Manager, CH2M HILL Hanford Group, Inc.
D. B. Amerine	Executive Vice President and Deputy General Manager, CH2M HILL Hanford Group, Inc.
D. I. Allen	Senior Vice President, CH2M HILL Hanford Group, Inc.

APPENDIX B - ADVANCE UNDERSTANDING ON PERSONNEL COSTS POLICIES AND PROCEDURES

JB.1 INTRODUCTION

This Advance Understanding sets forth the basis for determining the allowability of Contractor human resource management policies and related expenses that have cost implications under the Contract. This agreement is intended to cover the majority of the human resources costs incurred by the Contractor for work performed by employees assigned to work tasks authorized by the U.S. Department of Energy (DOE), Office of River Protection (DOE-ORP) in accordance with this Contract. Costs not specifically addressed in this advance understanding will be treated in accordance with applicable Federal Acquisition Regulation (FAR) cost principles.

The Contractor shall select, employ, manage, and direct the work force, and apply the policies set forth herein in general conformity with the methods used in the Contractor's private operations insofar as those methods are consistent with this Contract. The Contractor shall use effective management review procedures and internal controls to assure that the allowable costs set forth herein are not exceeded, and that areas which require prior approval of the DOE Contracting Officer or designated representative are reviewed and approved prior to incurrence of costs.

The Contractor shall promptly furnish all reports and information required or otherwise indicated in this Appendix to the Contracting Officer or designated representative. The Contractor recognizes that other data requests may be made from time to time and the Contractor agrees to cooperate in meeting such requests.

JB.2 GENERAL

Subject to the specific limitations, conditions, and exclusions of FAR Subpart 31.2 as supplemented by Department of Energy Regulation (DEAR) 931.2, and to the special conditions set forth below, personnel and related costs incurred for work under this contract by the Contractor in accordance with the Contractor's corporate-wide policies consistently and uniformly applied throughout the corporation's domestic operations, and approved by DOE-ORP, are allowable. Such policies will be summarized and submitted in the form of a Personnel Policies Manual applicable to this Contract by January 31, 2001.

Revisions to corporate-wide or contract-only policies and employee benefit plans which increase costs will be provided to DOE-ORP for review for allowability prior to incurrence of costs.

JB.3 DEFINITIONS

- (a) Contractor – CH2M HILL Hanford Group, Inc.
- (b) Credited Service – Length of service for employees shall mean employment with the Contractor or Major Subcontractors including recognized credited service with predecessor DOE Hanford Contractors. Service credit will be applied in accordance with this Contract and the Contractor's service credit policies regarding leave accrual, severance pay, and other benefit programs.
- (c) FAR – Federal Acquisition Regulation
- (d) Work Week – The basic (or regular) work week shall be 40 hours. Alternative work weeks may be established with the approval of the Contracting Officer. Submit all Proposed Alternative work weeks to the Contracting Officer for approval by April 1, 2001.

JB.4 DIRECT COMPENSATION

The Contractor shall submit its Compensation Program applicable to work under this Contract to the Contracting Officer for initial approval by April 1, 2001. Proposed Compensation Program design changes, which affect costs, will also be submitted for review and approval by the Contracting Officer.

(a) Administration of Wages and Salaries of Nonrepresented Employees

Administration of Wages and Salaries of Nonrepresented Employees shall be carried out in accordance with sound wage and salary administration principles and in a manner which shall provide for equitable treatment of personnel on a definitive, systematic basis consistent with economic business practices and judicious expenditure of public funds and which shall result in payment of total compensation to individual employees conforming to the standards of reasonableness as contemplated by FAR Subpart 31.205-6.

- (1) Compensation Increase Plan – No later than November 1 of each salary program year, the Contractor will develop and justify, in a manner prescribed by the Contracting Officer, a Compensation Increase Plan for exempt employees and a Compensation Increase Plan for non-exempt non-bargaining employees for review and approval. ORP will review/comment and approve within 60 calendar days of submittal of this plan. The funds are calculated as a percentage of exempt and non-exempt, non-bargaining base payroll at the end of the prior salary year, expressed as an annualized amount. The plans will include a separate fund for retention and recruitment incentives as defined in the FAR.

All increases are charged to the fund on an annualized basis. Once an individual's salary increase is charged to the fund, reuse of that amount, i.e., recovery, for any other purpose during the salary year is unallowable. If an individual terminates before receiving an increase, the portion of the fund allocated for that increase might remain in the fund.

The Contractor shall also provide a copy of the annually developed salary guidelines prepared for supervisory use, indicating the parameters for granting various increases based on employee performance and current salary.

The dollar amounts of the funds shall be subject to review and adjustment by the Contracting Officer upon a significant reduction in Contractor employment levels, as in a reduction-in-force.

- (2) Individual Employee Salary Approval – The base annual salary costs for employees of the Contractor designated as Key Personnel are reimbursable only to the extent each such salary has been approved on DOE Form 3220.5, *Application for Contractor Compensation Approval*, or other approved form, by the Contracting Officer.

The Contractor will provide supporting information with DOE Form 3220.5 (or other approved form) on all such compensation actions in advance of the effective date.

Effective March 7, 2003, no reimbursable base annual salary costs for individual CHG employees, who are not Key Personnel, can exceed the approved reimbursable salary for the lowest paid Key Personnel salary approved by the CO. All exceptions shall be approved by the CO in advance of the effective date.

- (3) Incentive Compensation, Bonuses and Project Assignment Allowances will not be allowable costs under this Contract unless specifically approved in advance by the Contracting Officer.
- (4) Salary Structures – The Contractor shall establish separate salary structures containing position grades, classifications, and salary ranges for exempt and for non-exempt, non-bargaining employees who are assigned to work on the Contract. The structures shall be submitted to the Contracting Officer for review and approval in advance of incurrence of costs and no later than January 31, 2001, and as required thereafter. As long as the structures are within the guidelines of paragraph JB.4 (a)(1), "Compensation Increase Plan," a submittal will not be required. No salary above the maximum of the salary range shall be allowable except in those cases where the Contracting Officer authorizes a "red circle" rate.
- (5) Overtime Control Plan – The Contractor shall submit to the Contracting Officer for approval an annual overtime control plan that includes at a minimum (1) an overtime premium fund (maximum dollar amount); (2) specific controls for casual overtime for nonexempt employees; and (3) an evaluation of alternatives to the use of overtime, no later than January 31 of each year of the Contract period for current fiscal year.

The Overtime Control Plan shall also include the following historical data for non-exempt and exempt employees:

- (i) Total cost of overtime;
- (ii) Total cost of straight-time;
- (iii) Overtime cost as a percentage of straight-time cost;
- (iv) Total overtime hours;
- (v) Total straight-time hours; and
- (vi) Overtime hours as a percentage of straight-time hours.

Exempt employees are not eligible for overtime pay except as approved by the Contracting Officer.

The Contractor shall submit to the Contracting Officer for approval any additional overtime premium funds or plan changes based on mission requirements.

The Contractor shall submit any request for an extended workweek to the Contracting Officer for approval. An extended workweek is a workweek regularly scheduled and established in excess of the basic workweek of 40 hours and for a period of more than four consecutive weeks.

Overtime pay shall be based on a 40-hour workweek.

Overtime work performed by employees of affiliate companies of the Contractor assigned to Contract work on a temporary basis, will be administered and paid in accordance with the policies of the affiliate.

- (6) Premium Pay - The Compensation Program shall contain provisions for any established premium payments to employees, such as overtime, shift differential and special qualification or certification pay.
- (7) Compensation Reports - The Contractor shall submit reports and information relating to the administration of wages, salaries and benefits as the Contracting

Officer may require from time-to-time to evaluate the reasonableness of the Contractor's total compensation program.

(b) Compensation - Employee Welfare and Other Benefit Plans

(1) General

Net costs of employer payments for the following non-statutory employee benefit plans, as related to work under this Contract, are allowable subject to the limitations and conditions set out in FAR 31.2. The initial terms and conditions of the plans shall be submitted to and must be approved by the Contracting Officer. Copies of employee communications, such as Summary Plan Descriptions, shall be provided to DOE when issued. Costs incurred in the administration of the following plans are allowable:

- (i) Life Insurance (Basic, AD&D, Personal Accident, Dependent, other)
- (ii) Disability Plans (Short Term and Long Term)
- (iii) Medical Insurance Plan (Indemnity, HMO, PPO, other)
- (iv) Dental Insurance Plans
- (v) Vision Plan
- (vi) Retiree Medical and Life Insurance Plans

Other Benefit Plans

- (vii) Flexible Spending Account(s) and similar programs (e.g., VEBAs)
- (viii) Employee Assistance Program
- (ix) Other supplemental employee paid plans such as Group Universal Life, Long Term Care

(2) Separation Pay

- (i) The cost of separation pay allowances for employees with one (1) or more years of continuous service, who are involuntarily separated, will be allowable in accordance with the Contractor's policy. The initial policy, and any changes thereto which increase costs, require the approval of the Contracting Officer.
- (ii) In the event that responsibility for performance of work and services or operation of part or all of the government-owned facilities under this Contract (including standby protection and maintenance functions) is assumed by another Contractor or Government agency, employees who are transferred to the employ of, or who are offered employment within their same classification or at positions of comparable responsibility by such Contractor or agency, which employment will commence within thirty (30) days after being laid off, will not be paid any separation pay allowance.

- (3) FAS 106 Valuation – The Contractor will provide a copy of the FAS 106 Valuation to the DOE.

(c) Group Pension Plans

- (1) General – Costs of the Contractor's participation with other Hanford Site Contractors in the Operations and Engineering Pension Plan, and the Hanford Contractors Multi-Employer Pension Plan for Hanford Atomic Metal Trades Council (HAMTC) Represented Employees, or identical plans as approved by the

Contracting Officer, will be allowable for the purpose of providing retirement benefits only to employees under the Contract, and former employees of predecessor Hanford Contractors, who are eligible to participate in one or the other of the Plans in accordance with their terms. The Plans must be established and maintained as qualified defined benefit plans under the regulations of the Internal Revenue Code Service. The Plan and Trust documents and any amendments thereto which effect substantive changes or increase costs are subject to the approval of DOE. With respect to each of the plans, the parties agree as follows:

(2) Administration of the Plans

- (i) Costs of employer contributions incurred under the terms of said plans and costs incurred in the course of their administration are allowable to the extent approved by the Contracting Officer. At DOE request, the Contractor shall provide an itemization of costs incurred for administration. The plan fund, not the Contractor, shall be liable for costs incurred in the course of administration.
- (ii) The Contractor will provide to DOE copies of the following annual reports:
 - (A) Accounting reports and annual actuarial valuations. The reports and valuations will include at least the information specified in DOE Order 350.1, Chapter VI.
 - (B) DOL Form 5500 with schedules and attachments, as submitted to the Department of Labor each year.
 - (C) Financial Accounting Standards Board (FASB) Statement 87 Report. A copy of the FASB 87 report is prepared each year to satisfy the expense-reporting requirement of the Office of Management and Budget.

The final accounting period shall end with the effective date of Contract termination or expiration.

- (iii) Actuarial gains and losses developed by annual valuations will be taken into account for purposes of establishing contributions to the Plan as soon as reasonably possible and consistent with requirements of the Employee Retirement Income Security Act of 1974, amendments thereto, and any other applicable laws.
- (iv) The aggregate annual contribution to the pension fund may range from the minimum specified by the Internal Revenue Code (IRC) Section 412(b) to the amount necessary to fully fund the year-end expected current liability. However, the aggregate annual contribution to each plan shall be no less than the minimum specified by IRC Section 412(b) nor greater than the tax-deductible limit specified by the IRC Section 404. All contributions to each pension fund shall equal the total amount currently attributable to participants in the plans. These contributions will be based on the actuarial valuation, as determined by the *Employee Retirement Income Security Act of 1974* (ERISA), as amended valuation for the most recent plan year. The fund shall be a trust.

- (v) If requested by DOE to do so, the Contractor will participate in pension plans established on a multiple or multi-employer basis applicable to some or all DOE prime cost-type Contractors on the Hanford Site.

The Contractor will take no action concerning the termination, merger, or spin-off or other action affecting the status of the plans as separate contract-only plans without the approval of the Contracting Officer.

- (vi) Unless otherwise required by federal law or resulting from the collective bargaining process, no amendment to any of the pension plans shall result in allowable costs under this contract if the adoption date of such amendment is later than twelve (12) months before the termination or expiration date of the Contract.

(3) Actions Required at Contract Termination or Expiration

- (i) No Replacement Contractor - In the event that the Contract expires or is terminated without a replacement contractor; all employee-accrued benefits are to become 100 percent vested immediately irrespective of the Plan's vesting schedule. All employees would receive benefits equivalent to the value of their vested portion consistent with ERISA, as amended.
- (ii) Replacement Contractor Situation - In the event of reassignment of all or a portion of the Contractor's work under this contract to a replacement Contractor(s) or upon termination or expiration of said contract followed by a replacement Contractor(s) the Contractor will assist DOE in the necessary arrangements for the replacement Contractor(s) to take over the plans, plan assets and plan liabilities. Such arrangements shall include preserving for these employees their accrued pension benefit and vesting service time under the Contract by carrying forward Contractor pension service time to the replacement Contractor. Granting of such service credits shall not result in duplicate benefits for the same service time.
- (iii) Change of Plan Sponsor - The DOE shall have the unilateral right to change a plan sponsor upon termination or expiration of the Contract.
- (iv) Determination of Contract Service Pension Plan Assets and Liabilities
 - (A) Contract Service Assets - Contract Service Assets shall be determined in accordance with paragraph JB.4(c)(2)(ii)(A) above and shall include all assets attributable to DOE-funded employer contributions (including investment earnings thereon) and the employee accumulations (including investment earnings thereon) determined at current market value until the date of payment or transfer.
 - (B) Liabilities for Present and Future Benefits - The Contractor's actuary shall quantify liabilities for employee plan benefits as of the contract termination or expiration date.

- (4) Financial Requirements – Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or spin-off shall be placed in short-term investment funds from a date stipulated by the Contracting Officer until the actual date of funds transfer. The Contractor shall actively manage any DOE-reimbursed assets awaiting transfer to a successor trustee or to DOE until the successor trustee or DOE is able to assume stewardship of those assets.
- (5) Special Programs – The Contractor shall request DOE prior approval for each early-out program, window benefit, disability program, plan-loan feature, employee contribution refund, asset reversion, or incidental benefit. Such costs are unallowable until specifically approved by the Contracting Officer.

(d) Group Savings Plans

The Contractor will maintain two savings plans for employees who are eligible to participate in accordance with their terms; one plan for bargaining unit employees and one plan for non-bargaining employees (exempt and nonexempt). The plans must be established and maintained as qualified defined contribution plans under the regulations of the IRC. The plan and trust documents and any amendments thereto which effect substantive changes or increase costs are subject to the approval of the Contracting Officer. With respect to the Plans, the parties agree as follows:

- (1) Costs of employer matching contributions incurred and accrued under the terms of the plans are allowable. The plan fund, not the Contractor, shall be liable for the costs incurred in the course of its administration.
- (2) The Contractor will provide DOE with annual accounting reports within seven months after the close of a plan year. In addition, a copy of IRS Form 5500 will be provided to DOE each year when prepared by the Contractor.
- (3) Employee forfeitures of accrued benefits shall be in accordance with the terms of the Plan and such forfeitures shall be used to reduce Contractor contributions made on behalf of remaining participating employees.
- (4) In the event of Contract expiration or termination, the Contractor, if requested by DOE to do so, will transfer to a replacement Contractor the Plan, plan assets and plan liabilities.
- (5) The Contractor will take no action concerning termination, merger, spin-off, or other action affecting the status of the plans as separate, contract-only plans without the approval of DOE.

(e) Paid Absences

- (1) Personal Time Off – A Personal Time Bank (PTB) is established for eligible employees. Absences for leisure time off, personal time off, time away from work due to illness or injury, family emergencies or medical/dental appointments will be charged to the employee's PTB account if the employee wishes to receive pay for the absence. Non-exempt salaried employees will charge PTB for the above time off per FLSA requirements and Contractor PTB procedure as approved by Contracting Officer.
 - (i) Eligible Employee: Regular full-time or part-time exempt and salaried non-exempt employees.

- (ii) Pay Rate: Hours taken as time off will be paid at the employee's base salary rate in effect at the time of absence.
- (iii) Composition: Accrual rates will include the following:
- (iv) Vacation:

0-5 years service	80 hrs/yr
>5 years service	120 hrs/yr
>10 years service	160 hrs/yr
>20 years service	200 hrs/yr
- (v) Sick/Personal:

Exempt	40 hrs/yr
Salaried non-exempt	56 hrs/yr
- (vi) Time Not Included: Absences for the following will not be taken from an employee's PTB account: Death in the family (up to 5 days per event), excused absence (EA) time (8 hours per year for salaried nonexempt employees who work north of the Wye Barricade), jury duty, military, road conditions, plant injury, volunteerism, and miscellaneous absences as defined in the PTB Policy.
- (vii) Cash Out Provision: During periods of active service, eligible employees may request partial cash out of accrued PTB hours.
 - (A) Employees will be allowed one cash out in a calendar year except in those cases where the employee is terminating.
 - (B) At least 120 hours must remain in the employee's account after the cash out.
 - (C) The maximum hours which may be cashed out in a calendar year are 120 hours in 2000 and thereafter.
 - (D) The rate of cash out will be at the base salary at the time of cash out. Cash out will be in one-hour increments.
 - (E) Employees may opt to put the cash directly into their after-tax Savings Plan account.
- (viii) Maximum PTB Hours: An employee may accumulate up to a maximum number of PTB hours as follows:
 - (A) In 2001 and thereafter – 1000 hours

(2) EXEMPT ACCRUALS (hours per biweekly pay period)

	<u>2003 and thereafter</u>
0-5 years of service	4.615
5-10 years of service	6.154
10 to 20 years of service	7.692
More than 20 years of service	9.231

(3) SALARIED NONEXEMPT ACCRUALS (hours per biweekly pay period)

	<u>2003 and thereafter</u>
0-5 years of service	5.231
5-10 years of service	6.769
10-20 years of service	8.308
More than 20 years of service	9.846

- (f) Holidays: There shall be nine (9) days per calendar year designated as Facility Closure days. These shall be paid as full day absences. The nine approved facility closure days are: New Year's Day, President's Day*, Memorial Day*, July 4th, Labor Day, Thanksgiving Day, Friday After Thanksgiving, December 24 and Christmas Day. *These days are observed on the day specified by Federal Law.
- (g) Applicable Collective Bargaining Agreement shall cover bargaining unit personnel.
- (h) The Contractor shall submit a report one year plus 30 days after the implementation of the revised PTB policy. The report will address requirements set forth in ORP letter 02-AMIC-082.
- (i) Corporate Employees
Certain employees of the Contractor transferred from an affiliate to work under the Contract may continue to participate in their corporate group insurance, pension and savings, and severance pay plans. Costs for such continued participation while assigned to work under the Contract shall be billed to the Contract pursuant to applicable FAR cost principles and/or Cost Accounting Standards. DOE shall have no further obligation for costs incurred by the parent organizations on behalf of such employees after reassignment or termination from Contract work.

JB.5 TRAVEL AND RELOCATION COSTS

Necessary and reasonable expenses incurred by employees and prospective employees for travel and relocation at the request of the company in connection with work under this Contract are allowable, subject to applicable provisions of FAR Subpart 31.2. Project Assignment Allowances and outbound relocation costs upon termination or expiration are unallowable. In accordance with these regulations, Contractor employees transferred from corporate entities will be administered under the Contractor's common Relocation and Travel policies, which are subject to the review and approval of the Contracting Officer.

JB.6 COLLECTIVE BARGAINING AGREEMENTS

The Contractor will consult with DOE on all parameters before and during negotiations.

JB.7 WORK FORCE RESTRUCTURING

The Contractor will comply with the requirements of the applicable Hanford Site Work Force Restructuring Plan, which implements Section 3161 of the *National Defense Authorization Act for Fiscal Year 1993*. Costs associated with the implementation shall be allowable for those activities described in the applicable Plan.

JB.8 EMPLOYEE MORALE, RECREATION, SERVICE AWARDS, AND WELFARE PROGRAMS

Costs incurred for such programs are allowable in an amount not to exceed thirty-five dollars (\$35.00) per employee per year.

APPENDIX C - DOE DIRECTIVES

Federal Regulations and applicable Washington Administrative Code (i.e., WAC 173-303, etc.) governing DOE activities, and the following directives as revised are applicable to work and activities conducted/accomplished by contractors at the Hanford Site. The applicability of given Environment, Safety, and Health (ES&H) directives to a specific facility or work activity/project may be determined through the Standards/Requirements Identification Document (S/RID) process, as approved by the appropriate DOE authority. Upon approval of an S/RID, that set of requirements is the ES&H directive/requirements set applicable to the facility, work/activity or project and supersedes the ES&H directives included in this list of directives.

DOE ORDERS AND NOTICES

ORDER NUMBER/CHANGES	<u>TITLE</u>
DOE O 110.3 CRD	Conference Management
DOE O 130.1 CRD	Budget Formulation Process
DOE M 140.1-1B CRD	Interface with the Defense Nuclear Facilities Safety Board
DOE N 142.1	Unclassified Foreign Visits and Assignments
DOE O 151.1/1&2	Comprehensive Emergency Management System
DOE N 205.1	Unclassified Cyber Security Program
DOE O 210.1/2 CRD	Performance Indicators and Analysis of Operations Information
DOE O 221.1	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2	Cooperation with the Office of Inspector General
DOE O 225.1A	Accident Investigations
DOE O 232.1A	Occurrence Reporting and Processing of Operations Information
DOE M 232.1-1A	Occurrence Reporting and Processing of Operations Information
DOE O 241.1A	Scientific and Technical Information Management
DOE O 251.1A CRD	Directives System Order
DOE O 350.1 Change 1 CRD	Contractor Human Resources Management Programs
DOE N 350.6	Acceptance of Valid Workers' Compensation Claims
DOE O 413.1A	Management Control Program
DOE O 413.3	Program and Project Management for the Acquisition of Capital Assets
DOE O 414.1A CRD	Quality Assurance
DOE O 425.1B	Startup and Restart of Nuclear Facilities
DOE O 430.1A	Life-Cycle Asset Management
DOE O 433.1*	Maintenance Management Program for DOE Nuclear Facilities
DOE O 435.1	Radioactive Waste Management
DOE O 440.1A	Worker Protection Management for DOE and Contractors
DOE P 450.5	Line Environment, Safety and Health Oversight
DOE O 451.1A	National Environmental Protection Act Compliance Program

*The regulations and Orders listed in the second paragraph of the Contractor Requirement Document (CRD), Attachment 1 of DOE O 433.1, and those referenced in requirements 1 through 5 of the CRD are listed in the CRD for reference only. Should ORP consider one of these requirement documents to be necessary, they will be included in the contract (if not already) by Contract Modification. The Contractor Maintenance Implementation Plan shall be submitted by August 30, 2002.

DOE O 460.1A	Packaging and Transportation Safety
DOE O 460.2/1	Departmental Materials Transportation and Packaging Management
DOE O 460.2 CRD	Departmental Materials Transportation and Packaging Management
DOE O 470.1/1	Safeguards and Security Program
DOE O 470.2B CRD	Independent Oversight and Performance Assurance Program
DOE O 471.1A	Identification and Protection of Unclassified Controlled Nuclear Information
DOE M 471.1-1	Identification and Protection of Unclassified Controlled Nuclear Information Manual
DOE O 471.2A	Information Security Program
DOE M 471.2-1B	Classified Matter Protection and Control Manual
DOE M 471.2-1C	Classified Matter Protection and Control Manual
DOE N 471.3	Reporting Incidents of Security Concern
DOE O 472.1B	Personnel Security Activities
DOE O 474.1	Control and Accountability for Nuclear Materials
DOE M 474.1-2/1&2	Nuclear Materials Management and Safeguards System Reporting and Data Submission
DOE M 475.1/1	Identifying Classified Information
DOE N 481.1A	Reimbursable Work for Department of Homeland Security
DOE O 481.1B	Work for Others (Non Department of Energy Funded Work)
DOE M 481.1-1A, Change 1	Reimbursable Work for Non-Federal Sponsors Process Manual
DOE O 534.1	Accounting
DOE O 534.1B	Accounting
DOE O 551.1A, Change 1 CRD	Official Foreign Travel
DOE 1230.2	American Indian Tribal Government Policy
DOE 1270.2B	Safeguards Agreement with the International Atomic Energy Agency
DOE 1340.1B	Management of Public Communications Publications and Scientific, Technical and Engineering Publications
DOE 1450.4	Consensual Listening-In To or Recording Telephone/Radio Conversations
DOE 2110.1A/1&2	Pricing of Departmental Materials and Services
DOE 4330.2D	In-House Energy Management
DOE 5480.19/1	Conduct of Operations Requirements for DOE Facilities
DOE 5480.20A	Personnel Selection, Qualifications, and Training Requirements for DOE Nuclear Facilities
DOE 5480.21	Unreviewed Safety Questions
DOE 5480.23/1	Nuclear Safety Analysis Reports
DOE 5480.4/1-4	Environmental Protection, Safety, and Health Protection Standards
DOE 5530.3/1	Radiological Assistance Program
DOE 5610.13	Joint Department of Energy/Department of Defense Nuclear Weapon Safety, Security, and Control Activities
DOE 5610.2/1	Control of Weapon Data
DOE 5632.1C	Protection and Control of Safeguards and Security Interests
DOE M 5632.1C-1/1	Manual for Protection and Control of Safeguards and Security Interests (Except Chapter III, paragraphs 1, 2, and 4 through 9)
DOE 5660.1B	Management of Nuclear Materials
DOE 5670.1A	Management and Control of Foreign Intelligence
DOE 5670.3	Counterintelligence Program
DOE/RW-0333P*	Rev. 11, Quality Assurance Requirements and Descriptions
SEN-22-90	DOE Policy on Signatures of RCRA Permit Applications
SEN-35-91	Nuclear Safety Policy

* Implementation will occur in W-464 Detailed Design following ORP approval of key Project Documents as required by contract requirements (i.e., QAPP and QARM)

DOE Accounting Practices and Procedures Handbook (APPH), Chapter X, Product Cost Accounting, dated June 30, 1980.

S/RIDS

<u>DOC. NUMBER</u>	<u>REVISION</u>	<u>TITLE</u>
HNF-SD-MP-SRID 001	Last Approved Revision	River Protection Project Standards/Requirements Identification Document

RL/DOE-ORP DIRECTIVES

<u>DOC. NUMBER</u>	<u>TITLE</u>
HSL&T-1	Hanford Site Lock and Tag Standard, DOE-RL-SOD-INST-L&T.001
ORPID 110.1A	ORP Facility Representative Program
DOE-0223	RL Emergency Implementing Procedures
HFID 232.1B	Notification, Reporting, and Processing Operations Information
RLID 430.1	Systems Engineering Criteria Document and Implementing Directive
RLPD 430.1	Hanford Site Systems Engineering Policy
RLPD 450.1	Hanford Environment, Safety and Health Policy
RLID 470.1	Safeguards and Security Corrective Action Management System
RLID 470.2	Facility Approval and Registration of Activities
RLID 471.2B	Information Security Program
RLID 473.1	Protection of Safeguards and Security Interests
RLID 473.2	Hanford Site Access Eligibility
RLIPP 1322.1B	RL Forms Management
RLID 1360.2B	Unclassified Computer Security Program
RLID 5000.1	Baseline Execution and Management Process
RLPD 5000.1	Richland Operations Office Site Management System
RLID 5000.2	Long Range Planning Process
HNF-5183	Tank Farm Radiological Control Manual
RLID 5480.29	RL Employee Concerns Program
RLIP 5484.1A	Environmental Protection, Safety, and Health Protection Information Reporting Requirements
RLID 5633.3	Control and Accountability of Nuclear Materials at RL
RLID 5635.1	Special Access and Top Secret Access Authorization
RLID 5670.3A	Counterintelligence Program
DOE/RL-92-36	Hanford Site Hoisting and Rigging Manual
DOE/RL-92-49	Radiological Assistance Program Plan - Region 8
DOE/RL-93-75	Hanford Facility Contingency Plan
DOE/RL-94-02, Rev 2	Hanford Emergency Response Plan
DOE/RL-94-55	Hanford Analytical Services QA Plan
DOE/RL-94-97	Selection of Analytical Methods for Mixed Waste Analysis at Hanford
DOE/RL-94-125	Federal Building Self Protection Plan
DOE/RL-96-68 2	Hanford Analytical Services Quality Assurance Requirements Document
DOE-RL-2002-12*	Hanford Radiological Health and Safety Document, Revision 1

* Paragraph A to be implemented by June 1, 2002, and paragraphs B through K by March 1, 2003.

APPENDIX D - PERFORMANCE BASED INCENTIVES

This Appendix D, in combination with Section C, *Statement of Work*, constitutes the minimum performance requirements of the Contract. In addition, successful achievement of all funded work set forth in Section C and the performance-based incentives (PBI) contained in this Appendix D, constitutes satisfactory Contract performance. Table D-1 (Revision 6) is a summary of the fiscal year (FY) 2001 through 2006 PBIs, including a list of potential SSPBI areas. These PBIs were only effective during FY 2001 and FY 2002. Effective October 1, 2002, all existing PBIs prior to FY 2003 are cancelled and remaining unearned fee is reallocated in accordance with Contract Clause H.1(e). The new PBIs for FY 2003 through FY 2006 are included in this section. These include: PBI-1, Store; PBI-2, Waste Treatment Plant Production Support (Feed Delivery and Product Receipt); PBI-3, Single-Shell Tank (SST) Retrieval and Closure; and PBI-4, Supplemental Waste Treatment and Disposal; each dated September 30, 2002.

Table D-1 (Revision 6)

Summary of FY2001 through FY2006, Effective FY2001 and FY2002 Only
(see Table D-2 for FY2003 – FY2006)
Performance Based Incentives

			(000)
<u>Number</u>	<u>Title</u>	<u>Percent of Available Fee Pool</u>	<u>Available Fee Pool</u>
ORP-01 R2	Project W-314	15.40%	
ORP-02 R1	Retrieval Systems (W-211 and W-521)	4.10%	
ORP-03	Store Immobilized High Level Waste (IHLW)	2.90%	
ORP-04	Dispose of Immobilized Low Activity Waste (ILAW)	5.50%	
ORP-05 R1	SST Interim Stabilization	8.00%	
ORP-06	Initial Waste Feed Delivery	5.70%	
ORP-07 R1	SST Retrieval - Tank C-104	9.60%	
ORP-08	Facility Stabilization	4.70%	
ORP-09 R1	Life Cycle Asset Management	6.40%	
ORP-10	DST Integrity Assessment Reports	3.40%	
ORP-11	242-A Evaporator Life Cycle Asset Management	1.30%	
ORP-12	Tank Characterization	1.80%	
ORP-13 R1	Tank Farm - Closure Support	6.40%	
ORP-14 R1	SST Retrieval - Tank S-102 (Note: includes SSPBI work, see below)	1.60%	
ORP-15 R1	Corporate Performance	14.70%	
ORP-16	WTP Interim Design and Transition	2.30%	
	Unallocated Fee (See Clause H.1)	6.20%	
	ORP-29 Performance Mgmt. Plan Implementation (FY 02 unallocated fee)		
	ORP-31 FFCA Stack Closure (partial FY 03 unallocated fee)		
	Total	100.00%	\$ 106,100
SuperStretch Performance Incentives (SSPBI)			
<u>Number</u>	<u>Title</u>		<u>Available Fee</u>
	The following SSPBIs are Negotiated and Approved:		
ORP2.1.3S R1	Advanced Preparation of 241-SY-101 for Retrieval and for Receiving and Staging		\$ 1,355
ORP3.8.2S	Transfer Waste from 241-AW-104 to Evaporator Feed Tank		\$ 760
ORP8.1.2S	Acceleration of Project W-519		\$ 400
ORP-17 R3	FY2001 Deferred Work Scope		\$ 1,072
ORP-19 R2	DST Caustic Addition		\$ 1,802
ORP-20	SST Retrieval Tank S-112		TBD
ORP-21	241-SY Primary Ventilation System Backup Exhauster		\$ 201
ORP-23 R2	Accelerate W-525 Construction of the Tank Farm Infrastructure and Compliance Upgrades		\$ 352
ORP-24 R2	Accelerate Saltcake Retrieval (U-107)		\$ 704
ORP-25	Vadose Zone Acceleration in Support of SST Farm Closure		\$ 199
ORP-26	Ready 241-AP-102 as an Available Receiver Tank		\$ 147
ORP-27	Double-Shell Tank Integrity Project High Priority Caustic Additions, Video Inspections, and Ultra Sonic Testing Inspections		\$ 167
ORP-28	Accelerated Tank Closure Demonstration		\$ 954
ORP-31	FFCA Stack Closure		\$ 275
	Total		\$ 8,388
	The following SSPBIs are Pending Final Negotiation:		
ORP-14 R1	SST Retrieval - Tank S-102		TBD
ORP-18	Accelerate W-520 Construction of the ILAW Disposal Facility		TBD
ORP-22	Accelerate W-464 Construction of IHLW Storage Facility		TBD
ORP-23 R2	Accelerate W-525 Construction of the Tank Farm Infrastructure and Compliance Upgrades		TBD
	The following is a list of Potential SSPBI Areas		
	Remove Organic Layer from C-103		
	Remove SY-103 from Watch List		
	Accelerate SST Retrieval Crawler Development		
	C-106 Closure Evaluation		
	Accelerate SST Leak Detection Upgrade		
	Enhanced Interim Stabilization of Equipment		

Table D-2

Summary of FY2001 through FY2006
 Performance Based Incentives

Number	Title	Available Fee
PBI-1	Store	\$3,000,000
PBI-2	Waste Treatment Plant Production Support (Feed Delivery and Product Receipt)	\$30,000,000
PBI-3	Single-Shell Tank (SST) Retrieval and Closure	\$32,000,000
PBI-4	Supplemental Waste Treatment and Disposal	\$7,000,000
	Subtotal	\$72,000,000
ORP-01 – ORP-16, ORP-29	FY 2001 and FY 2002 PBIs, excluding SuperStretch Performance Based Incentives (SSPBI [see Table D-1])	\$36,112,385
	Total	\$108,112,385
	Acceleration Fee	
	Description	
PBI-3	Acceleration fee of \$2M per tank closed (see PBI for description)	TBD
PBI-4	Acceleration fee of \$800K for each 100,000 gallons of additional waste treated (see PBI for description)	TBD

APPENDIX E - GUIDANCE FOR OTHER REQUIRED PLANS

JE.1 INTRODUCTION

The Contractor shall provide the following subject specific plans which expand on the discussion in Section C, *Statement of Work*, or applicable contract clause.

(a) Integrated Environment, Safety and Health Management System (ISMS) Plan

Specific guidance on the ISMS Plan is found in the Section I Clause entitled, *Integration of Environment, Safety, and Health Into Work Planning and Execution*.

(b) Systems Engineering Management Plan

The Systems Engineering Management Plan shall describe in detail the approach the Contractor will take to integrate a Systems Engineering functional analysis in which mission requirements drive functions, and functions drive architecture, into the overall management and integration of the River Protection Project (RPP) workscope. System engineering techniques and principles shall be utilized to establish the technical integrity of the RPP workscope. Innovative technologies shall be evaluated against the baseline.

(c) Risk Management Plan

The Contractor shall provide a Risk Management Plan which describes the system to be used for identifying, evaluating, assessing and mitigating site risks of all types (e.g., financial, technical, safety, mortgages, environment, etc.). The Plan shall also describe how risk management is integrated and implemented into planning, work prioritization, and RPP decision-making. The application of innovative technologies to mitigate the risks is expected. Plan to collect history of adverse impacts and effectiveness of mitigation actions to support future planning.

(d) Internal Audit Plan

The Contractor shall submit an annual plan for internal audits of the Contractor and for audits of cost reimbursement subcontractors. The Plan shall list planned actual audits or areas to be audited and a schedule for such audits. The official audit report(s), including the working papers (as required), shall be submitted or made available to the Contracting Officer or his/her designee.

APPENDIX F - ENVIRONMENT, SAFETY, AND HEALTH BUDGET PLANNING AND EXECUTION

The following represents additional criteria for environment, safety and health (ES&H) budget planning and execution, to be included as part of the requirements of this Contract.

JF.1 ES&H PLAN FOR BUDGET EXECUTION YEAR

Respond to the most recent Unicall Submittal, incorporate budget decisions, and include any new information for the upcoming execution year.

(a) ES&H Risk Management Conclusions

Summarize the risk management conclusions for the upcoming execution year (updated to reflect recent budgeting decisions), including a summary decision of the major risks and important ES&H issues being managed at the facility.

(b) ES&H Budget Summary

Summarize the ES&H budget for the upcoming execution year (analogous to the cost prepared for the Unicall Submittal).

(c) Performance Measures and Commitments

Include the proposed ES&H performance commitments (measures) for the upcoming execution year. It is important that these performance measures address the most significant risks identified, and have performance criteria that are measurable.

JF.2 SUMMARY OF PREVIOUS YEAR'S ES&H PERFORMANCE

Provide a summary of the previous year's ES&H performance, including the actual costs of implementing the ES&H activities.

(a) Status of Performance Measures and Commitments

Status of the previous year's performance with respect to the measures and commitments negotiated for the previous year.

Summary level conclusions from the previous year's self-assessments of ES&H programs and activities.

Status of any major commitments arising from Consent Orders or Agreements with State Agencies or the EPA regarding environmental/ecological obligations.

(b) Summary of Actual Costs

Summarize the actual ES&H expenditures for the previous year, and how this information will be used in preparing the ES&H Plan for the next budget cycle.

(See DOE letter 98-PRO-645 clarifying Appendix F.)

APPENDIX G - GUIDANCE FOR PREPARATION OF DIVERSITY PLAN

The purpose of this Guidance is to assist the Contractor in understanding the information being sought by the U.S. Department of Energy (DOE) for each of the Diversity elements and where these issues may already be addressed in a contract package. To the extent these issues are already addressed in a contract, the Contractor need only summarize or cross reference the parts of the Plan already developed elsewhere in the contract.

JG.1 WORK FORCE

This Contract includes certain provisions on Equal Opportunity and Affirmative Action. These provisions are found in clauses contained in the Section I Clauses entitled, *Equal Opportunity*, *Affirmative Action Compliance Requirements for Construction*, *Affirmative Action for Disabled Veterans – Veterans of the Vietnam War*, *Affirmative Action For Workers with Disabilities*, *Employment Reports on Disabled Veterans and Veterans of the Vietnam Era*, and regulatory guidance is found at Federal Acquisition Regulation (FAR) Part 22 (48 Code of Federal Regulation (CFR) Part 22). The Contractor should discuss its policies and plans for implementing these provisions in its operations. If the Contractor already has procedures in place, these should be discussed and copies of any policies provided.

JG.2 EDUCATIONAL OUTREACH

The Contractor should outline or discuss any programs already provided, or which it intends to provide, which will provide employees an opportunity to improve their employment skills and opportunities. These programs may include: educational assistance allowances, provision for outside training programs either during or outside regular work hours, and executive training programs for non-executive employees. The Contractor should also discuss any plans to participate in any programs supporting Historically Black Colleges and Universities.

Employee training and educational opportunities may also be subject to collective bargaining agreements at the site. If that is the case, it is not DOE intent that the Contractor develops an independent structure for employee training and educational opportunities. In preparation of its Diversity Plan, the Contractor should outline the requirements already placed on it under existing bargaining agreements, discuss any proposals for changes to be raised at any future bargaining sessions, and discuss any educational or training programs which it operates, or will operate, independently of those provided by the unions.

JG.3 COMMUNITY INVOLVEMENT AND OUTREACH

Contractor community relations activities could include support for the following activities: support for science, mathematics and engineering education; support for community service organizations; assistance to governmental and community service organizations and for equal opportunity activities; and community assistance in connection with work force reduction plans. The Contractor may provide support to these activities through direct sponsorship or making individual employees available to work with the specific community activity. Depending upon the terms negotiated between the Department and the Contractor, some of these costs may be reimbursable. The Contractor's Diversity Plan should discuss the Contractor's existing and planned activities promoting community involvement of its employees as well as the corporation.

JG.4 SUBCONTRACTING

The Contract contains Section I Clauses entitled, *Small Business Subcontracting Plan*, and other small business-related clauses (e.g., Section I Clauses entitled, *Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, Liquidated Damages-Subcontracting Plan*). Additional guidance is provided in Appendix H, *Small Business and Small Disadvantaged Business Subcontracting Plan*. If the Contractor has already met the requirements under Section I Clause entitled, *Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan*, and the referenced Appendix, this information should be briefly summarized and/or provided as an attachment to the Diversity Plan. If the Contractor is participating, or plans to participate, in the DOE Mentor Protégé Program, this involvement, or planned involvement, should be summarized or discussed. Information concerning its subcontracting plans already developed and submitted by the Contractor does not need to be redeveloped or renegotiated by the Contractor.

JG.5 ECONOMIC DEVELOPMENT (INCLUDING TECHNOLOGY TRANSFER)

Many of the DOE contract actions include Technology Transfer provisions that may be found in the Section I, *Contract Clauses*, or among the patent and intellectual property clauses of Section I. Planning or activities developed under the Technology Transfer clause may apply to this element of the Contractor's Diversity Plan. Additionally, some of the subcontracting activities planned by the Contractor with small business or small disadvantaged businesses may be entered into for the purpose of assisting the economic development of or transferring technology to such a business. The Contractor's Diversity Plan should outline and discuss its planned activities promoting economic diversification of the local community.

APPENDIX H – RESERVED MAKE OR BUY PLAN

(See Modification M077)

APPENDIX I - SMALL BUSINESS SUBCONTRACTING PLAN

(See Modification No. M021, M043, M054, and M070)

APPENDIX J - WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT

(See Modification No. M023 and M065)

APPENDIX K - SPECIAL BANK ACCOUNT AGREEMENT

(See Modification No. M028 and M043)

APPENDIX L – RESERVED

APPENDIX M – DAVIS-BACON WAGE DETERMINATION

(See Modification No. M050)

APPENDIX N – HANFORD SITE STABILIZATION AGREEMENT

(See Modification No. M050)

APPENDIX O – INTERFACE DOCUMENTS SPECIFIC TO WTP INTERFACES

The following documents establish the Contractor's baseline performance obligations related to interfaces with the WTP.

JO.1 INTERFACE MANAGEMENT PLAN

Interface Management Plan – Document Number 24590-WTP-PL-MG-01-001, Rev 0

JO.2 INTERFACE CONTROL DOCUMENTS

The following are the active Interface Control Documents to be maintained and revised in accordance with the Interface Management Plan:

ICD1:	Raw Water
ICD 2:	Potable Water
ICD 3:	Radioactive Solid Wastes
ICD 5:	Non-Radioactive, Non-Dangerous Liquid Effluents
ICD 6:	Radioactive Dangerous Liquid Effluents
ICD 9:	Land for Siting
ICD 11:	Electricity
ICD 12:	Roads
ICD 14:	Immobilized High-Level Waste
ICD 15:	Immobilized Low-Activity Waste
ICD 19:	Waste Feed
ICD 23:	Waste Treatability Samples
ICD 28:	Pit 30 Aggregate Supply for Construction

APPENDIX P – PROVISIONAL PAYMENT OF FEE METHODOLOGY/CRITERIA

(see Modification A066)

Appendix P – Provisional Payment of Fee Methodology/Criteria
(See Modification No. A066)

PBI	MIs #	Fee Bearing Milestone	Milestone Value	Incremental Milestones	Provisional Milestone	Provisional Value
1	1.1.a.01	Complete Interim Stabilization of SSTs	\$75,000	AX-101		
	1.1.a.02	Complete Interim Stabilization of SSTs	\$75,000	U-111		
	1.1.b.01	Complete Interim Stabilization of SSTs	\$237,500	S-102		
	1.1.b.02	Complete Interim Stabilization of SSTs	\$237,500	U-107		
	1.1.b.03	Complete Interim Stabilization of SSTs	\$237,500	S-111		
	1.1.b.04	Complete Interim Stabilization of SSTs	\$237,500	SX-102		
	1.1.b.05	Complete Interim Stabilization of SSTs	\$237,500	BY-106		
	1.1.b.06	Complete Interim Stabilization of SSTs	\$237,500	U-108		
	1.1.b.07	Complete Interim Stabilization of SSTs	\$237,500	C-103		
	1.1.b.08	Complete Interim Stabilization of SSTs	\$237,500	S-107		
	1.1.b.09	Complete Interim Stabilization of SSTs	\$237,500	S-112		
	1.1.b.10	Complete Interim Stabilization of SSTs	\$237,500	S-101		
	1.1.b.11	Complete Interim Stabilization of SSTs	\$237,500	SX-101		
	1.1.b.12	Complete Interim Stabilization of SSTs	\$237,500	A-101		
2	2.1.a	Waste Feed Delivery		Complete RPP System Plan		
2	2.1.b	Complete AY/AZ/AW Ph. I & AN Upgrades	\$3,431,274	Complete AY/AZ/AW Phase I & AN Upgrades		
	2.1.b.01				1. Comp. AY/AZ/AW Phase I Construction	\$857,818
	2.1.b.02				2. Complete AN Phase 1 Construction	\$857,819
	2.1.b.03				3. Receive HVAC Skids	\$857,818
2	2.1.c	Waste Feed Delivery Support - Implementation Plan Milestones Note: Provisional fee payment per PBI-2.1.c	\$8,620,000			
2	2.1.c.01				1. Complete SY Farm Phase II Upgrades & turn over to OPS	\$1,300,000
	2.1.c.01.a				1.a. Upgrade SY Pits & turn over to OPS (Earn \$100K per Pit)	\$700,000
	2.1.c.02				2. Complete AW Farm Phase II Upgrades & turn over to OPS	\$600,000
	2.1.c.02.a				2.a. Upgrade AW Pits & turn over to OPS (Earn \$100K per Pit)	\$800,000
	2.1.c.02.b				2.b. Procure AW HVAC	\$600,000
	2.1.c.03				3. Complete Construction of the AZ-101 Retrieval System & turn over to OPS	\$1,000,000
	2.1.c.03.a				3.a. Install AZ-101 Transfer Pump	\$1,000,000
	2.1.c.04				4. Complete construction of AP to WTP Transfer System & turn over to OPS	\$1,000,000
	2.1.c.04.a				4.a. Fabricate Transfer Pipe	\$540,000

Appendix P – Provisional Payment of Fee Methodology/Criteria
(See Modification No. A066)

PBI	MIs #	Fee Bearing Milestone	Milestone Value	Incremental Milestones	Provisional Milestone	Provisional Value
	2.1.c.04.b				4.b. Install 3500 linear feet of piping	\$540,000
	2.1.c.05				5. Complete AZ-156 building modifications & turn over to OPS	\$540,000
2	2.1.c.06	Waste Feed Delivery Support -TBD pending Implementation Plan Note: Fee projections are estimated, to be negotiated	\$9,948,726			
2	2.2	IHLW Storage Capacity		Provide IHLW Storage Capacity W-464		
2	2.2.a.01		\$1,240,000	Fabrication of tubes		
2	2.2.a.02		\$200,000	Erection of required stacks		
2	2.2.a.03		\$60,000	Modification of FFTF Pit		
2	2.2.b		\$3,500,000	Completion of construction		
2	2.3	ILAW Disposal Capacity		Provide ILAW Disposal W-520		
2	2.3.a.01.a		\$540,000	Site preparation, road construction, utility relocation		
2	2.3.a.01.b		\$460,000	Trench excavation		
2	2.3.a.02		\$2,000,000	Completion of construction		
3	3.1.a	Retrieve & Close M-45 High Risk SSTs	\$1,000,000	Retrieve S-112	25% upon completion of construction of retrieval system; 25% upon start of retrieval; 25% upon retrieval of 25% of tank volume; 5% upon retrieval of 50% of tank volume. Tank volume based upon BBI.	\$800,000
3	3.1.b		\$1,000,000	Interim Close S-112		
3	3.1.c		\$1,000,000	Retrieve S-102	25% upon completion of construction of retrieval system; 25% upon start of retrieval; 25% upon retrieval of 25% of tank volume; 5% upon retrieval of 50% of tank volume. Tank volume based upon BBI.	\$800,000
3	3.1.d		\$1,000,000	Interim Close S-102		
3	3.1.e		\$500,000	Retrieve C-104	25% upon completion of construction of retrieval system; 25% upon start of retrieval; 25% upon retrieval of 25% of tank volume; 5% upon retrieval of 50% of tank volume. Tank volume based upon BBI.	\$400,000
3	3.2.a	Remove Waste/Demonstrate Interim Closure of C-106 & Demonstrate Interim Closure of 4 Additional Low-Risk, Low-Volume Tanks	\$1,000,000	Remove Waste C-106	25% upon completion of construction of retrieval system; 25% upon start of retrieval; 25% upon retrieval of 25% of tank volume; 5% upon retrieval of 50% of tank volume. Tank volume based upon BBI.	\$800,000

Appendix P – Provisional Payment of Fee Methodology/Criteria
(See Modification No. A066)

PBI	MIs #	Fee Bearing Milestone	Milestone Value	Incremental Milestones	Provisional Milestone	Provisional Value
3	3.2.b		\$1,000,000	Interim Closure C-106		
3	3.2.c		\$1,000,000	Interim Closure C-201	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000
3	3.2.c		\$1,000,000	Interim Closure C-202	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000
3	3.2.c		\$1,000,000	Interim Closure C-203	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000
3	3.2.c		\$1,000,000	Interim Closure C-204	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000
3	3.3.a	Interim Close Additional HLW Tanks		Interim Close Tanks Below		
3	3.3.a.01		\$1,000,000	Interim Close AX-101	25% upon completion of construction of retrieval system; 25% upon start of retrieval; 25% upon retrieval of 25% of tank volume; 5% upon retrieval of 50% of tank volume. Tank volume based upon BBI.	\$800,000
3	3.3.a.02		\$1,000,000	Interim Close AX-102	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000
3	3.3.a.03		\$1,000,000	Interim Close AX-103	25% upon completion of construction of retrieval system; 25% upon start of retrieval; 25% upon retrieval of 25% of tank volume; 5% upon retrieval of 50% of tank volume. Tank volume based upon BBI.	\$800,000
3	3.3.a.04		\$1,000,000	Interim Close AX-104	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000
3	3.3.a.05		\$1,000,000	Interim Close S-103	25% upon completion of construction of retrieval system; 25% upon start of retrieval; 25% upon retrieval of 25% of tank volume; 5% upon retrieval of 50% of tank volume. Tank volume based upon BBI.	\$800,000
3	3.3.a.06		\$1,000,000	Interim Close S-105	25% upon completion of construction of retrieval system; 25% upon start of retrieval; 25% upon retrieval of 25% of tank volume; 5% upon retrieval of 50% of tank volume. Tank volume based upon BBI.	\$800,000

Appendix P – Provisional Payment of Fee Methodology/Criteria
(See Modification No. A066)

PBI	MIs #	Fee Bearing Milestone	Milestone Value	Incremental Milestones	Provisional Milestone	Provisional Value
3	3.3.a.07		\$1,000,000	Interim Close S-106	25% upon completion of construction of retrieval system; 25% upon start of retrieval; 25% upon retrieval of 25% of tank volume; 5% upon retrieval of 50% of tank volume. Tank volume based upon BBI.	\$800,000
3	3.3.a.08		\$1,000,000	Interim Close TY-101	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000
3	3.3.a.09		\$1,000,000	Interim Close TY-102	25% upon completion of construction of retrieval system; 25% upon start of retrieval; 25% upon retrieval of 25% of tank volume; 5% upon retrieval of 50% of tank volume. Tank volume based upon BBI.	\$800,000
3	3.3.a.10		\$1,000,000	Interim Close TY-103	25% upon completion of construction of retrieval system; 25% upon start of retrieval; 25% upon retrieval of 25% of tank volume; 5% upon retrieval of 50% of tank volume. Tank volume based upon BBI.	\$800,000
3	3.3.a.11		\$1,000,000	Interim Close TY-104	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000
3	3.3.a.12		\$1,000,000	Interim Close TY-105	25% upon completion of construction of retrieval system; 25% upon start of retrieval; 25% upon retrieval of 25% of tank volume; 5% upon retrieval of 50% of tank volume. Tank volume based upon BBI.	\$800,000
3	3.3.a.13		\$1,000,000	Interim Close TY-106	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000
3	3.3.a.14		\$1,000,000	Interim Close U-107	25% upon completion of construction of retrieval system; 25% upon start of retrieval; 25% upon retrieval of 25% of tank volume; 5% upon retrieval of 50% of tank volume. Tank volume based upon BBI.	\$800,000
3	3.3.a.15		\$1,000,000	Interim Close U-201	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000
3	3.3.a.16		\$1,000,000	Interim Close U-202	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000

Appendix P – Provisional Payment of Fee Methodology/Criteria
(See Modification No. A066)

PBI	MIs #	Fee Bearing Milestone	Milestone Value	Incremental Milestones	Provisional Milestone	Provisional Value
3	3.3.a.17		\$1,000,000	Interim Close U-203	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000
3	3.3.a.18		\$1,000,000	Interim Close U-204	25% upon completion of construction of retrieval system; 25% upon start of retrieval. Tank volume based upon BBI.	\$500,000
3	3.3.a.19		\$1,000,000	Interim Close C-104		
3	3.4.a	Interim Close Individual SST Tank Farms	\$2,000,000	Tank Farm AX & TY		
3	3.5.a	Complete Interim Stabilization 244-AR Vault	\$500,000	Complete Interim Stabilization 244-AR Vault		
4	4.1.a	Treat and Disposition TRU and LAW	\$5,000,000	Treat and Disposition 1,000,000 gallons of TRU and LAW		
4	4.1.a.01				1. 50% upon removal & treatment of the first gallon of either TRU sludge or other low-level waste	\$2,500,000
4	4.1.a.02				2. 2.5% per 50,000 gallons of either TRU sludge or other low-level waste treated. Earned value based upon BBI.	\$2,500,000
4	4.2.a	Retrieve & Consolidate TRU Waste From DSTs		Free up to 2 TRU DST for Other Uses		
4	4.2.a.01		\$1,000,000	SY-102 Retrieval Comp Construction		
4	4.2.a.02		\$1,000,000	AW-103 Retrieval Comp Construction		
			\$72,000,000			